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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement  
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Lanny J. Davis & Associates, LLC 600 13th Street NW Washington, DC 20005		2. Registration No. <b>5985</b>
3. Name of foreign principal Government of Equatorial Guinea	4. Principal address of foreign principal Atencion: H.E. Alejandro Evuna Owono Asangono Ministro Presidencial a Cargo de Misiones Palacio Presidencial Malabo Equatorial Guinea	
5. Indicate whether your foreign principal is one of the following:  <input checked="" type="checkbox"/> Foreign government  <input type="checkbox"/> Foreign political party  <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association</div><div><input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify): _____</div></div> <input type="checkbox"/> Individual-State nationality _____		

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6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant  
Executive

b) Name and title of official with whom registrant deals  
H.E. Alejandro Evuna Owono Asangono  
Ministro Presidencial a Cargo de Misiones

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

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10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Date of Exhibit A

Name and Title

Signature

LANNY DAVIS

Lanny Davis

Exhibit B  
To Registration Statement  
Pursuant to the Foreign Agents Registration Act of 1938, as amended

**INSTRUCTIONS:** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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1. Name of Registrant  
Lanny J. Davis & Associates, LLC

2. Registration No.

3. Name of Foreign Principal  
Government of Equatorial Guinea

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrants will serve as legal and technical advisors in order to implement in Equatorial Guinea a comprehensive reform program encompassing politics, human rights, transparency, legal/due process reforms, economic development, free markets, and a move towards civil society, as instructed by the President of Equatorial Guinea. Please see the enclosed engagement letter and Memorandum of Understanding.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Please see response to question #7 above.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

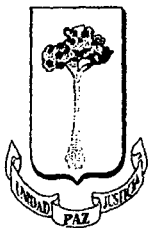
If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Communicate with U.S. Government officials and provide them with the information relevant to the issues outlined above in #7.

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Date of Exhibit B	Name and Title	Signature
	Lanny Davis	Lanny Davis

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



*República de Guinea Ecuatorial*

*Presidencia*

*El Ministro Encargado de Misiones*

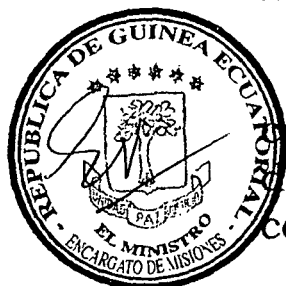
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**ACUERDO DE CONTRATACION DE SERVICIOS  
ENTRE LA PRESIDENCIA DE LA REPÚBLICA DE  
GUINEA ECUATORIAL Y EL BUFEETE DE  
ABOGADOS MCDERMOTT WILL & EMERY  
LLP.....**

En la ciudad de Malabo, Capital de la República de Guinea Ecuatorial, a quince días del mes de febrero de 2010 se reúnen:

Por una parte el Excmo. Señor Don Alejandro Evuna Owono Asangono, Ministro de Estado Encargado de Misiones, representando a Su Excelencia el Presidente de la República de Guinea Ecuatorial, en lo sucesivo denominado "Presidencia de la República";

Por otra, los señores Lanny J. Davis y Eileen M. O'Connor abogados de profesión, representando al Bufete McDermott, Will & Emery LLP (MWE).



Ambas partes se reconocen con las suficiente capacidad jurídica para suscribir el presente Contrato de Prestación de Servicios bajo las siguientes condiciones:

\*\*\* // \*\*\*

Los abogados principales de MWE responsables de la prestación de los Servicios serán Lanny J. Davis y Eileen M. O'Connor ("Davis-O'Connor") y otros abogados y empleados de MWE que ellos consideren necesarios. Davis-O'Connor podrán solicitar su autorización para contratar a consultores o entidades externas para ayudar en la prestación de los Servicios (ejemplos de los cuales figuran en el MOU), si bien los gastos que dicha prestación generen mas allá de los honorarios se pagarán solamente según su autorización expresa. También están dispuestos para trabajar con consultores adicionales que la Presidencia de la República contrate en Washington D.C. o en otros lugares. Todo el costo y los gastos de tales consultores serán pagados por la Presidencia de la República en los términos y condiciones que se acuerden. Los terceros son independientes y no agentes de MWE, de tal manera que MWE no asumirá ninguna responsabilidad por los servicios que proporcione cualquier tercero.

### III. Reembolso de los Gastos Autorizados.

Además de los honorarios, la Presidencia de la República reembolsará a MWE los gastos ordinarios efectuados en virtud de la presente Acuerdo de Contratación sin su aprobación previa ("los gastos"). La Presidencia de la República se compromete también a pagar previamente el transporte, hotel y otros gastos imprevistos en relación con las visitas de MWE a Guinea Ecuatorial durante la vigencia del presente acuerdo de contratación y MWE se reserva el derecho a recibir el pre-pago de esos gastos antes de la salida.



\*\*\*//\*\*\*

## I. Generalidades:

McDermott, Will & Emery LLP (MWE) tiene el honor de agradecer a la Presidencia de la República de Guinea Ecuatorial la decisión tomada, en nombre de la República de Guinea Ecuatorial, de contratar sus servicios para representar y asesorar al Presidente de la República y Jefe de Estado sobre asuntos de importancia para su País. MWE es una sociedad de responsabilidad limitada (Limited Liability Partnership-LLP) registrada en el Estado de Illinois (USA). Los términos de esta representación y asesoramiento se establecen en este Acuerdo de Contratación:

De conformidad con el Memorando de Entendimiento ("MOU") que figura adjunto y forma parte integrante del presente Acuerdo de Contratación, MWE proporcionará los servicios definidos en el mismo, a partir del día 15 de Febrero 2010 hasta el 31 de Enero 2011 ("Plazo").

## II. Costo de los Servicios.



La Presidencia de la República ha ofrecido, y MWE acepta, su propuesta para pagar ha MWE una suma total de DOS MILLONES CINCUENTA Y CINCO MIL DÓLARES USA (2,055.000 USD) ("los honorarios") de acuerdo con el calendario de pagos de honorarios establecido más adelante.

\*\*\* // \*\*\*

#### IV. Calendario de Pagos de Honorarios.

La contratación comenzará en la fecha de la firma por la Presidencia de la República y se pagará con el calendario siguiente:

15 de Marzo de 2010.....513,750 USD  
15 de Septiembre 2010.....513,750 USD  
15 de Marzo de 2011.....513,750 USD  
15 de Septiembre de 2011....513,750 USD

Dichos pagos se abonarán por transferencia bancaria en las fechas indicadas y a la siguiente cuenta:

McDermott, Will & Emery LLP

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Este Acuerdo de Contratación no podrá ser rescindido sin causa, por cualquiera de las partes, en cualquier momento y sin previo aviso de al menos tres meses de antelación, salvo únicamente que se impongan restricciones según las normas profesionales Estadounidenses aplicables a la labor jurídica realizada como parte de esta Contratación.



\*\*\*//\*\*\*



V. Complimiento de las Leyes y Reglamentos de los Estados Unidos y de La República de Guinea Ecuatorial.

Queda entendido y acordado que MWE hará todo lo que se determine que sea necesario, según su criterio propio, para cumplir con todas las leyes y reglamentos aplicables para prestar los Servicios definidos en el MOU. Del mismo modo MWE, a su discreción, se abstendrá de hacer todo lo que las leyes y reglamentos de los Estados Unidos y Guinea Ecuatorial exijan que MWE sus abogados y empleados, se abstengan de realizar así como cualquier acto prohibido por ley. Es entendido y acordado que nada de valor se ha intercambiado directa o indirectamente a fin de facilitar u obtener esta contratación, que no sea oferta de servicios profesionales a cambio del acuerdo para compensar los servicios según consta en este Acuerdo.

VI. Informes Periódicos.

Periódicamente, por cada treinta (30) días, MWE informara a la Presidencia de la República el resultado de los Servicios prestados para su evaluación. La Presidencia de la República se reserva el derecho de pedir una actuación concreta en el marco de las prestaciones contenidas en este Acuerdo. Las evaluaciones deberán reflejar un cambio positivo en la imagen de Guinea Ecuatorial, en los Estados Unidos, de lo contrario, se suspendería la prestación de servicios por ineficacia.



VII. Eliminación de Documentos.

A menos que, al concluir esta contratación o antes, la Presidencia de la República proporcione instrucciones escritas a MWE para hacer lo contrario, MWE destruirá, después de que haya transcurrido un periodo razonable de tiempo, a su discreción los documentos (copias impresas, electrónicas y otros medios) y otros materiales que se encuentren en su poder relacionados con cualquier asunto respecto al cual sus servicios hayan terminado o hayan sido cancelados.

Junto con este Acuerdo se encuentra también el Memorando titulado "*Lo que los Clientes deben saber*" que esboza otros detalles de la contratación ("*Las Disposiciones Adicionales*"). La Presidencia de la República recurrirá a MWE para solicitar información sobre cualquier duda o inquietud en cualquier momento durante la vigencia del Acuerdo.



\*\*\*//\*\*\*

Convenido por ambas parte, firman el presente  
Acuerdo de Contratación de Servicios en el lugar y  
fecha antes mencionados.



Por la Presidencia de la República,

*[Signature]*  
ALEJANDRO EVUNA OWONO

Por McDermott, Will & Emery LLP (MWE)

*[Signature]*  
LANNY J. DAVIS

*[Signature]*  
EILEEN M. O'CONNOR

# McDermott Will & Emery

Boston Brussels Chicago Düsseldorf Houston London Los Angeles Miami Milan  
Munich New York Orange County Rome San Diego Silicon Valley Washington, D.C.

Strategic alliance with MWE China Law Offices (Shanghai)

Lanny J. Davis  
Attorney at Law  
ldavis@mwe.com  
+1 202 756 8211

December 24, 2009

## Via Federal Express

His Excellency President Teodoro Obiang Nguema Mbasogo  
President of the Republic of Equatorial Guinea  
Equatorial Guinea

Re: Engagement Contract

Dear President Obiang:

McDermott Will & Emery LLP ("MWE") respectfully wishes to thank Your Excellency for engaging us on behalf of the Republic of Equatorial Guinea to represent you in your official capacity as President on matters of importance to your country. MWE is a limited liability partnership registered in the State of Illinois. The terms of our representation are set forth in this letter.

Pursuant to the Memorandum of Understanding ("MOU"), enclosed hereto and made a part of this Engagement Agreement, we will provide you with the Services, as therein defined for a term of twenty-four months ("the Term"), from January 1, 2010 through December 31, 2011.

You have offered, and we accept, your proposal to pay MWE a total of TWO MILLION, FIFTY-FIVE THOUSAND U.S. dollars (US\$2,055,000) ("the Fees") over a schedule of 18 months ("the Schedule"), according to the Schedule of Fees set forth below.

The principal attorneys at MWE responsible for performance of the Services shall be Lanny J. Davis and Eileen M. O'Connor ("Davis-O'Connor") and such other attorneys and employees at MWE as they deem necessary. Davis-O'Connor may request your authorization to retain outside consultants or entities to assist in the performance of the Services (examples of which are referenced in the MOU), with additional expenses to be paid in addition to the Fees only upon your express authorization. They also agree to work with any additional consultants that you retain in Washington D.C. or elsewhere. The cost and expenses of all such consultants shall be paid by you upon such terms and conditions as may be agreed upon. Third-party consultants are independent and as such are not agents of MWE, which will bear no responsibility for the services rendered by such parties.

## Reimbursement of Authorized Out-of-Pocket Expenses

In addition to the Fees, you agree to reimburse MWE for ordinary and necessary out-of-pocket expenses incurred under this Engagement Agreement without your prior approval ("Expenses.").

U.S. practice conducted through McDermott Will & Emery LLP.

600 Thirteenth Street, N.W. Washington, D.C. 20005-3096 Telephone: 202.756.8000 Facsimile: 202.756.8087 www.mwe.com

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His Excellency President Teodoro Obiang Nguema Mbasogo

December 24, 2009

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You also agree to pre-pay transportation, hotel, and other incidental expenses in connection with any MWE visits to Equatorial Guinea during the Term of this Agreement and MWE reserves the right to receive pre-payment of such expenses before departure.

Schedule of Fee Payments

The Engagement will commence on the Commencement Date, which shall be January 1, 2010 unless otherwise agreed to by both parties in writing. The Fees shall be paid in accordance with the following schedule:

January 15, 2010: US\$513,750

June 15, 2010: US\$513,750

January 15, 2011 US\$513,750

June 15, 2011 US \$513,750

Such payments shall be paid by wire on the above dates to the following account:

McDermott Will & Emery LLP

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

This Engagement may be terminated without cause by either side at any time without prior notice, subject only to any restrictions that might be imposed by United States professional rules applicable to legal work to be performed as part of this engagement.

Compliance With All U.S. Laws and Regulations

It is understood and mutually agreed that MWE will do whatever is determined, in its discretion, is necessary to comply with all applicable laws and regulations to perform the Services as defined in the MOU. Similarly, MWE, in its discretion, will refrain from doing all that U.S. laws and regulations require that MWE and its lawyers and staff refrain from doing any and all acts prohibited by law. It is understood and agreed that nothing of value

His Excellency President Teodoro Obiang Nguema Mbasogo  
December 24, 2009  
Page Three

has been exchanged directly or indirectly to facilitate or obtain this Engagement other than our offer of professional services in exchange for the agreement to compensate such services as set forth here.

Disposal of Documents

Unless we are otherwise instructed by you in writing at or prior to the completion of the matter for which you have engaged us, we will, after a reasonable period of time has passed, at our discretion, dispose of documents (hard copies, electronic and any other media) and other materials that remain in our possession relating to a matter for which our services have been completed or terminated.

Accompanying this letter is also a document entitled "What Clients Should Know" (Addendum C) that outlines McDermott's other terms of engagement ("the Additional Arrangements"). If you have questions concerning any of the information presented here, or should you have a concern or question at any time during our representation, please call me. To confirm your assent with the terms of our representation, please sign the enclosed copy of this letter and return it to me.

Again, thank you for giving us the opportunity to serve you. We look forward to a long and mutually rewarding relationship with you.

Sincerely,

 12/24/09  
Lanny J. Davis

  
Eileen M. O'Connor

cc: Memorandum of Understanding and Addendums A, B, B1 and C

Agreed to and accepted (including the Memorandum of Understanding and Addendums A through C)

Agreed to by: \_\_\_\_\_  
His Excellency President Teodoro Obiang Nguema Mbasogo

(Government Seal)

## MEMORANDUM OF UNDERSTANDING

To: President Teodoro Obiang Nguema Mbasogo

CC: Alejandro Evuna Owono Asangono  
Stephen Roth, Roth Construction

From: Lanny J. Davis  
Eileen M. O'Connor

Date: December 24, 2009

Re: Engagement for Advice and Support of Your Program for Political, Legal  
and Economic Reforms in Equatorial Guinea ("EG")

### I. Introduction

This Memorandum of Understanding ("MOU") is between the global law firm of McDermott Will & Emery LLP ("MWE"), represented by Lanny J. Davis and Eileen M. O'Connor ("Davis-O'Connor") ("Attorneys-Consultants"), and such other personnel of MWE as Davis-O'Connor determine are necessary; and His Excellency President Teodoro Obiang Nguema Mbasogo, President of the Republic of Equatorial Guinea, on behalf of the Government of the Republic of Equatorial Guinea ("His Excellency" and/or "President Obiang") (collectively, "the Parties").

Reference is made to the Memorandum dated October 11, 2009, from Davis-O'Connor to President Obiang, titled "Prospective Representation of Equatorial Guinea" (Addendum A) and the proposed acceptance of the proposals made in the October 11, 2009 Memorandum by letter dated December 9, 2009, signed by Alejandro Evuna Owono Asangono (Addendum B), at a fixed fee of TWO MILLION, FIFTY-FIVE THOUSAND US DOLLARS (US\$2,055,000) paid over an 18-month schedule ("the Schedule") for work performed over a 24-month term ("the Term") beginning on the date of President Obiang's signature and terminating on December 31, 2011. Reference is also made to the Engagement Letter signed by the Parties, of which this MOU and Addendum A and Addendum B, and the attachment, "What Clients Should Know," (Addendum C) are a part and incorporated by reference therein.

This MOU sets forth the understanding of the scope of services ("the Services") and process for communication and management ("Communication Protocols") that will govern the relationship between Davis-O'Connor/MWE and His Excellency President Obiang under the terms of the Engagement Letter, of which this MOU is a part.

## II. The Services Defined

In your discussions with Mr. Davis you indicated a desire to continue and enhance your short-and long-term objectives for Equatorial Guinea and its people -- to improve the quality of lives of the people of Equatorial Guinea and specifically to improve relations with the United States, and encourage tourism, trade and investment, such as in medical research, energy, and infrastructure. You and Mr. Davis agreed during your meeting that to maximize the chance of achieving these objectives in the foreseeable future, your government needed to continue its effort to institute a comprehensive program of political, legal, and economic reform, including, without limitation, the rule of law, democracy, an independent judiciary, and a free press ("the Reform Program").

Davis-O'Connor together have extensive experience in legal, media, and political activities supporting democratic values, and independent judiciary, and a free fact-based press. You indicated that you wished Davis-O'Connor to provide you advice and assistance in continuing and enhancing the Reform Program, enhancing it, all with a view of improving the chances of achieving your objectives as described above. Davis O'Connor have agreed to provide you with such advice and assistance, and to call upon other colleagues at MWE and to work with such external organizations that you wish them to or that they recommend to you, and to provide you with the following services ("the Services") during the term of the engagement, as described in the Engagement Letter:

--establish and implement an effective U.S. media and political communications plan so that the facts concerning the cultural and historic richness of Equatorial Guinea and its people, its attractiveness as a destination for tourism and foreign investment, its vast natural resources, and especially, its progress towards implement the Reform Program are effectively communicated with U.S. media -- including print, cable TV, broadcast TV, the Internet, social networking sites such as Facebook, MySpace, and Twitter -- and to key leaders of the Congress and the Administration, and other key policymakers and opinion leaders in the U.S.

--recommend retaining and work with closely to help you and your government implement the Reform Program, including seeking assistance from other NGOs and entities with worldwide reputations in assisting governments in implementing similar political, legal, and economic reform programs, such as the Carter Center, the International Center for Journalists, the International Republican Institute; the National Democratic Institute; the American Bar Association, the International Bar Association (the fees and expenses of which shall be above and beyond the fees of MWE);



--provide scheduling assistance and support for any visits to the United States of His Excellency President Obiang other senior Equatorial Guinean officials, including meetings and introductions for you and government representatives to significant policy makers in the Administration and the Congress, to leading members of the media, and to other think tanks and commercial, financial services, and investment groups that might be interested in investments in Equatorial Guinea and would be impressed with your efforts to implement the Reform Program.

Hereinafter, all of the above shall constitute definition of the "the Services" to be performed by Davis-O'Connor and MWE.

It is understood that the Services shall not include public advocacy or lobbying beyond the scope of the Services as just defined.

The President agrees to consider MWE's U.S. and global professional capabilities to assist in providing legal advice in various commercial, trade and legal transactions, both in Equatorial Guinea as well as other Equatorial Guinean activities throughout the world.

## II. Communications Protocols with His Excellency and the Representative

The Parties understand that His Excellency President Obiang will be the principal contact and decision-maker in order for Davis-O'Connor to perform the Services. His Excellency kindly and graciously will make himself available for consultation on the telephone as promptly as possible when it is vital and necessary; will be available for regularly scheduled calls, it is hoped, at least once per month; and will appoint a representative who will be the principal contact point for Davis-O'Connor to work with in the performance of the Services and who will be available on a regular basis to communicate with Davis-O'Connor and who will be authorized by His Excellency President Obiang to make decisions regarding the performance of the Services when and if His Excellency is unavailable for personal conversation.

## III. Public Disclosure Regarding the Services and Professional Responsibilities

His Excellency understands that Davis-O'Connor and MWE will be required to make public filings legally required in the U.S., and agrees that they are authorized to make public this MOU as part of such filings and as well as to make available and to discuss this MOU with U.S. media, including a full discussion of your government's objectives to improve relations with the U.S. and the Reform Program, all with the objective of achieving full transparency concerning the scope of Davis-O'Connor's and MWE's services to President Obiang pursuant to this MOU. MWE shall act in accordance with all applicable laws and rules of professional responsibility applicable to all U.S. attorneys.

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AGREED TO BY THE AUTHORIZED SIGNATURES AFFIXED BELOW:

For MCDERMOTT WILL & EMERY LLP

Lanny J. Davis  
LANNY J. DAVIS, PARTNER

Date of Signature: 12/24/09

Eileen M. O'Connor  
EILEEN M. O'CONNOR  
By LJD

Date of Signature: 12/24/09

\_\_\_\_\_  
HIS EXCELLENCY PRESIDENT TEODORO OBIANG NGUEMA MBASOGO  
PRESIDENT OF THE REPUBLIC OF EQUATORIAL GUINEA

\_\_\_\_\_ Date of Signature:

(Affix Seal of Government )

# ADDENDUM A

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# McDermott Will & Emery

Washington, DC

## MEMORANDUM

Date: October 11, 2009

To: His Excellency Teodoro  
Obiang Nguema  
Mbasogo, President of  
Equatorial Guinea

From: Lanny J. Davis  
Eileen O'Connor

Re: Prospective Representation of Equatorial Guinea

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### Proposed Contract

#### Introduction

This memo outlines a proposed contract possible by which Lanny J. Davis and Eileen M. O'Connor of the Washington D.C. law firm of McDermott, Will & Emery (hereafter, "MW&E") will assist you and Equatorial Guinea (hereafter, "EG"), with the goals of building a more robust civil society and democratic and free press institutions, and therefore, with achieving increased respect by, and improved commercial and diplomatic relations with, the United States and fairer and more complete coverage of EG by U.S. media. As attorneys, we will be advising you and your government on all relevant legal, U.S. and international, issues in connection with the above goals.

Attached is an overview of the firm, with the bios of Mr. Davis and Ms. O'Connor, who would be principally responsible for obtaining these goals and who would be personally involved and accountable for all activities on you and the government's behalf.

Upon your review of this proposal, we would need to seek final approval from the senior management of McDermott, Will & Emery before undertaking the representation.

We know how intensely busy you are therefore propose meeting with either the ambassador or other officials to begin implementation.

#### State of Specific Goals and Tables

Our services would be for the purpose of achieving the following three goals within the next 6-24 months:

1. Improving perceptions of EG by U.S. Media and American key policymakers in Executive Branch and the U.S. Congress, as well as among key opinion leaders in journalism and leading foreign policy organizations.

A. Getting the facts out about the political climate, leadership, culture, commercial opportunities, and other aspects of EG that have been depicted negatively in U.S. media and perceived negatively, in large part a consequence of the actions of the previous regime. This will require a comprehensive draft of a "narrative" of the facts and story of EG under you and your government's leadership and life in EG today.

B. Suggesting various areas for reforms in EG's civil and political society to enhance the views of U.S. policymakers and media towards genuine progress being made in EG under your leadership and as your legacy.

C. Following from (A) and (B), developing a definitive speech or comprehensive statement by which you can articulate your vision of the future for EG – as a respected, democratic, and genuine friend and trading partner of the U.S. and the rest of the western world.

2. Improved commercial and trade relations with the United States (and, therefore, with the rest of the western democracies) to generate greater diversification of commerce and self-sufficiency for EG.

A. This would include ongoing conversations with senior officials in various U.S. Administration positions, such as the U.S. Department of Commerce, the Department of Energy, and the U.S. Trade Representative, as well as with key congressional leaders on the appropriate committees – all with the goals of increasing exports from EG and encouraging investments in EG by U.S. businesses.

B. It would also include working with you to prioritize specific economic projects in EG that assist EG in its goal of greater diversification of its economy, including projects and financings of improved transportation infrastructure, public utilities, and other ways to attract U.S. and other tourists and trading partners with EG.

3. Improving government-to-government relations, including high level meetings when you and senior members of your government visit the United States with members of the Administration as well as key congressional leaders.

#### Scope of Work

We propose that the work progress in three stages beginning with a fact-finding/information gathering and strategic phase; second, an implementation phase to achieve reforms in civil society, more positive media in the U.S., and improved relations with the U.S. Administration and key members of congress; and finally, a public advocacy phase by which we generate credible third party spokespersons and supporters from key policy-maker and influential opinion leaders, including senior members of the U.S. Government.

### Phase I – 3-6 months

We propose assessing and information-gathering concerning the facts and perceptions in the media and among key opinion leaders in Congress, the Administration and key businesses regarding Equatorial Guinea. We might choose to recommend the retaining for a limited period of time prestigious and key foreign policy experts whose opinions and recommendations would led credibility to this effort. (These would be outside of the proposed budget, below, and would be undertaken only with your express approval). We believe a critical component of this fact-finding phase will be to interview key members of the U.S. Administration and congress as well as experts in the foreign policy "think tanks" who influence judgments of the Administration, the congress and opinion leaders.

Of course a key part of this first phase is our making one or more trips to EG to get to know you and your colleagues in the government and your country in all respects. We would propose to schedule such a trip in the near future as the first step in implementing this phase.

Once the information-gathering and interviewing in this first phase is complete, we would prepare a report containing the "core messages" for media, political and governmental leaders in the U.S. and including concrete recommendations of action items needed to be achieved in order to improve media and policy-making perceptions of EG, including possible implementation of various reforms. Such reforms will form the critical foundation for the implementation and advocacy plans in Phases II and III. Below.

Phase I Budget: We propose the timeline would be 3-6 months, beginning November 1, 2009 through April 30, 2010. The flat monthly fee, not including out-of-pocket expenses (such as transportation and ground expenses for visits to EG or the retaining of special expert consultants as referenced above for a limited period of time and only after your approval), would be \$125,000 per month, with a wire transfer for the first three months due as of November 1, and then payments of the next three months due by wire transfer (assuming Phase I needs the full 6 months) on February 1, 2010 through April 30, 2010.

### Phase II

The next phase would be implementation of the action plan, which would involve across-the-board efforts to communicate the facts and messages developed in Phase I to U.S. media, senior officials of the U.S. Government and the Congress, and among key policy-makers and opinion leaders.

We would also communicate these facts and messages to various Non-Governmental Organizations ("NGOs") with high respect in the U.S. intense work with non-governmental organizations, such as the World Bank, the American Bar Association, Transparency International, National Democratic Institute ("NDI"), Institute Republican Institute ("IRI"), the Carter Center for Democracy, Internews and the BBC Trust to communicate the current facts about EG and to assist you in the development of appropriate reforms in your political and civil society.

At the same time, we would propose meeting and working with Congress and the Administration on these initiatives, actively engaging key opinion makers in both branches of government to

inform them of the desires of Equatorial Guinea to improve economic and political relations through implementation of the approved action plan. We would also initiate meetings with key opinion leaders in the foreign policy area such as the Council on Foreign Relations,

In addition, we would interest key opinion makers in the media and initiate meetings with reporters and editorial board, having prepared fact-based message documents and narratives of the facts.

Budget: We propose a budget of \$150,000 per month for the intensive work which we believe will take 3-6 months to implement these programs, with the same payment terms as referenced above, i.e., the first three months due by wire transfer on May 1 (or whatever date is the end of Phase I), and the last three months due three months later.

### Phase III

We propose an intensive public advocacy phase that involves continuous and intensive outreach to press, business organizations, civil society institutions, Congress and the Administration, to advocate for improved relations with Equatorial Guinea. This includes developing credible public spokespersons on major media and the Internet to get the facts out effectively about EG, especially the reforms and other changes in civil society that have evolved. In addition, we propose a paid advertising campaign, in addition to an unpaid media campaign, inviting interested press to Equatorial Guinea to do intensive reporting. (The cost and budget for the paid advertising would be in addition to, i.e., exclusive of, the fees for our firm and would be subject to your approval upon presentation of a detailed proposal).

Included would be attempt to encourage trade missions and formal and informal visits to EG by senior officials from the Administration and the Congress to verify and add credibility to the facts about EG and its culture and the richness of its history and people, as well as the economic and political reforms that have occurred.

### Budget

We would propose a budget of \$175,000 per month for these activities over a 6-12 month period, with the same prepayment provisions as mentioned above, upon the conclusion of Phase II. As noted above, costs and expenses television, web and print advertising production and placements would not be included in this budget but would constitute a separate budget to be submitted and approved by you, with specific ad copy and samples of TV ads and messages.

### Elections:

We believe upcoming Presidential elections may be an opportunity to show real improvement through working with non-governmental organizations and consultants to improve multi-party participation and press freedoms. Voter and reporter training could be done by outside groups, such as the International Center for Journalists, the Carter Center for Democracy, or Internews to assist training reporters on fact-based reporting in the run-up to the elections.

If you are interested in a separate program to provide international monitoring and validation of your coming elections, we will send you a separate proposal and budget for such an effort. We

would strongly recommend that you consider doing so as it would be very consistent, indeed provide positive reinforcement, for the facts and messages we wish to develop in Phase I that would then enable us to implement Phase II.

#### Key Persons Provision

The services offered under this contract will engage the personal time and involvement of Lanny J. Davis in all respects, supported by Eileen O'Connor. While other partners and associates of MW&E will also be involved – and we will communicate their specific names and backgrounds prior if and as they are to be utilized to assist in the performance of this contract – this is a commitment that Mr. Davis will remain personally “hands on” involved throughout the period of the contract, as will Ms. O'Connor.

#### Termination Rights, Billable Hours, Refunds

This contract may be terminated at any time by either party for any reason upon the date of the receipt of written notice, by registered mail (“termination date”). Billable hourly rates will be utilized by to record the time billed (but not to exceed, in connection with EG's liability, the flat fees quoted above). Any amounts advanced by EG up to the termination date of the receipt of the termination date, that remaining amount of funds in excess of the time value actually billed by MW&E as of that date (including outstanding amounts owed to authorized third parties) will be refunded to EG.

#### Conclusion

This contract proposal is, of course, subject to your views, modifications, and questions-to-be-answered. Please feel free to offer us comments and then we can finalize a final draft contract proposal.

Please note that this contract will have to be approved by senior management of McDermott, Will & Emery (“MWE”), before it can be finalized. And also, any final contract will incorporate the normal terms of engagement of MWE, which will be attached to the contract and which will also be sent to you for your review prior to final execution of the contract.

Accepted by:

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On behalf of Equatorial Guinea

Accepted by:

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On behalf of McDermott Will & Emery.



# ADDENDUM B

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CRM/ISS/REGISTRATION UNIT

REPUBLIC OF EQUATORIAL GUINEA

PRESIDENCY

MISSIONS MINISTER

BATA, December 9, 2009

Mr. Gonzalo Esono Alo Bang  
Roth Company's Representative.

Dear Mr. Gonzalo:

I have the highest honor in transmitting that after the evaluation of the introduction proposal to the Group McDermott, Will & Emery, your Excellency Oblang Nguema Mbasogo, President of the Republic had approved the objectives of the proposal plan with the only objection to be the high cost of the overall budget amount.

We propose the acceptance of your offer with a reduction of 30% on the total cost of the project. The total amount would be TWO MILLION, FIFTY- FIVE THOUSAND US Dollars (\$2,055,000) instead of the THREE MILLION, SIX HUNDRED FIFTY THOUSAND US Dollars (\$3,650,000.00) initially budgeted.

Hoping to get to a satisfactory agreement and thanking your usual kindness, I confirm my great consideration and respect.

(seal, signature)

Alejandro Evuna Owono Asangono

# **ADDENDUM B1**

Since the Services as described in the MOU will be substantially performed in the United States, it is agreed by President Obiang, on behalf of the Government of Equatorial Guinea, that the fees paid for the Services shall not be subject to income, corporate, "Value Added" or any other Equatorial Guinean tax.

# ADDENDUM C

## WHAT CLIENTS SHOULD KNOW

*This document sets forth McDermott Will & Emery LLP's standard terms of engagement for providing legal services. These terms are an integral part of our agreement to provide you with legal services. We ask that you review this document carefully and retain it for your files. If you have any questions after reading it, please contact us promptly.*

**WHO WILL PROVIDE THE LEGAL SERVICES?** ~ In most cases, one attorney will be your principal contact. From time to time, that attorney may delegate parts of your work to other lawyers or to legal assistants or nonlegal professionals in the Firm. We do this in order to involve those with special knowledge or experience in an area and to provide service to you in the most efficient manner.

**OUR SERVICES TO YOU** ~ In our engagement letter with you, we specify the matter in which we will be representing you. It is important that you have a clear understanding of the legal services we will provide. If at any time you have questions regarding the scope of our services, please communicate with your principal contact at the Firm.

At all times we will represent you zealously and act on your behalf to the best of our ability. Whenever we provide you with an expression regarding the potential outcome of your matter, we will use our best professional judgment. However, we cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

**WHO IS OUR CLIENT?** ~ It is our policy to represent only the person or entity identified in our engagement letter. Unless specifically stated in that letter, our representation of you does not extend to any of your affiliates.

For example, if you are a corporation, our representation does not include any of your parents, subsidiaries, employees, officers, directors, shareholders, or partners, or any entities in which you own an interest. If you are a partnership, our representation does not extend to the individual

partners of the partnership. If you are a trade association, our representation excludes members of the trade association. If you are an individual, our representation does not include your spouse, siblings, or other family members.

In addition, the advice and communications which we render on your behalf are not intended to be disseminated to or relied upon by any other parties without our written consent.

**CONFLICTS OF INTEREST** ~ Increasingly, conflicts of interest are a concern for lawyers and their clients today. Because we are a large, international firm, we may be asked to represent someone whose interests may be adverse to yours. We are accepting this engagement with your consent that we may accept any other engagement from an existing or new client, even if the matter requires that we take a position that is or might be directly adverse to you or one of your affiliates, provided that the engagement is not substantially related to the subject matter of any services we have provided to you and will not require disclosure of any of your confidential information. This advance waiver of conflicts includes litigation matters in which we may represent a client who is adverse to you or another member of your corporate family. Where appropriate, we will implement screening restrictions to ensure the protection of your confidential information.

**HOW WE SET OUR FEES** ~ The basis for determining our fees for legal services is set forth in the engagement letter itself. Several factors play a role, including:

- The experience, particular skills, and reputation of the lawyers and paraprofessionals who perform services for you
- The time and effort required to complete the matter, the novelty and complexity of the issues presented, our availability to perform the legal services promptly, and on occasion the risk assumed by our Firm
- The amount of money or value of property involved
- The time constraints imposed by the circumstances of the project (e.g., external constraints or substantial disruption of other office business)
- The nature of our professional relationship with you
- The extent to which our Firm's office procedures and systems will produce a high-quality product on a substantially more efficient basis than would otherwise be the norm for the type of matter involved

Our rates are adjusted periodically, both on a selected and Firm-wide basis. The time we spend on your work is ordinarily recorded in quarter-hour increments.

Clients frequently ask us to estimate the total fees and other charges they are likely to incur in connection with a particular matter. We are pleased to respond to such requests whenever possible with an estimate based on our professional judgment. This estimate always carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

**OTHER CHARGES** ~ As an adjunct to providing legal services, we may incur and pay a variety of charges on your behalf or charge for certain ancillary support services. Whenever we incur such charges on your behalf or charge for such ancillary support services, we bill them to you separately. These charges typically relate to long-distance telephone calls; messenger, courier, and express delivery services; facsimile and telex communications; document printing, reproduction, scanning and imaging; filing fees; depositions and transcripts; witness fees; travel expenses; computer research; and charges made by outside experts and consultants.

For certain of these services, particularly those that involve significant technology and/or support services provided by our Firm (such as imaging documents and computer research), we are sometimes able to reduce costs by contracting with vendors to purchase a quantity of service over time that is beyond the needs of any single client. In those instances, we may bill you at a reduced per unit rate that does not fully reflect the quantity discounts we ultimately obtain. Our charge for fax services typically includes a per page charge in addition to the cost of the telephone usage.

It is our general policy to arrange for outside providers of services (such as the fees of outside consultants, expert witnesses and court reporters) to bill you directly. Because we often have ongoing professional relationships with the persons who render such services, we ask that you pay such bills promptly and send us notice of your payment.

**RETAINERS** ~ You may be asked to provide us with a retainer. This retainer will be credited toward your legal fees and expenses on a monthly basis, unless we agree to a different arrangement. If the retainer proves insufficient to cover current fees and other charges on a regular basis, we may ask you to replenish or increase it, and you agree to do so if asked. If we do not make this request, you agree to pay all statements when due.



**BILLING ARRANGEMENTS AND TERMS OF PAYMENT** ~ We will bill you on a regular basis—normally, each month—for both fees and other charges. You agree to make payment upon receipt of our statement.

Should your account become delinquent and satisfactory payment terms are not arranged, we may withdraw, or seek to withdraw, from the representation consistent with the applicable rules. You will remain responsible for payment of our legal fees rendered and charges incurred prior to such withdrawal.

We look to you, the client, for payment regardless of whether you are insured to cover the particular risk. From time to time, we assist clients in pursuing third parties for recovery of attorneys' fees and other charges resulting from our services. These situations include payments under contracts, statutes or insurance policies. However, it remains your obligation to pay all amounts due to us upon receipt of our statement.

**TERMINATION** ~ When we complete the services you have retained us to perform, our attorney-client relationship for that matter will be terminated. If you later retain us to perform further or additional services, our attorney-client relationship will be revived subject to these terms of engagement unless we change the terms in writing at that time.

You may terminate our representation at any time, with or without cause, by notifying us and subject to court approval when required for matters in litigation. We will return your papers and other property to you promptly upon receipt of your request for those materials unless they are appropriately subject to a lien under applicable law. We will retain our own files pertaining to the matter or case, including our drafts, notes, internal memos, and work product as permitted by applicable law. Your termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred before termination and in connection with an orderly transition of the matter.

**DISPOSAL OF DOCUMENTS AND OTHER MATERIALS** ~ Unless otherwise instructed by you in writing and agreed to by us in writing, we will, after a reasonable period of time has passed, at our discretion, dispose of documents (hard copies, electronic and any other media) and other materials that remain in our possession relating to a matter for which our services have been completed or terminated.

**IN CONCLUSION** ~ We look forward to a mutually satisfying relationship with you. Again, if at any time you have a question or concern, please feel free to bring it to the attention of your principal contact at our Firm.

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